

CCC-400 U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation FARM STORAGE FACILITY LOAN PROGRAM AGREEMENT FOR SALE OF LOAN COLLATERAL	1. FSA County Office Name and Address (Including Zip Code): Telephone Number (Including Area code):
	2. Serial Number:

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR Part 1436 and the Commodity Credit Corporation Charter Act, 5 USC 714 et. seq. The information will be used to determine eligibility for CCC financing for farm, storage and drying equipment. Furnishing the requested information is voluntary; however, without it CCC financing under the program cannot be provided. Failure to furnish the requested information will result in denial of CCC financing under this program. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0204. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.**

3. Debtor's Name and Address (Including Zip Code):	4. Debtor's Telephone Number (Including Area Code):
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A. **THIS AGREEMENT**, is made (1) _____ day of (2) _____, (Year) (3) _____

between _____ (the Debtor)

and the Commodity Credit Corporation shall remain in effect for six-months.

The Debtor is indebted to CCC in the principal amount of (4) _____

_____ (5) (\$) _____ as evidenced by, a Promissory Note and Security Agreement (CCC-186) executed with respect to the following property (collateral); the Debtor desires that CCC take possession of and to sell this property and to apply the sales proceeds to the debt owned by the Debtor to CCC together with such other costs, expenses, and indebtedness as are described in Item F.

B. The Debtor conveys to CCC by execution of this Agreement possession of the collateral. The Debtor agrees that expenses incurred to preserve and sell the collateral shall be added to and become a part of the Debtor's indebtedness to CCC, under the same terms and conditions of the original note executed by the Debtor.

C. CCC may:

(1) To sell the collateral either at private sale or at public auction in the manner and at the place determined by CCC,

(2) Purchase the collateral, and may execute a bill of sale, either in the name of the Debtor or in the name of CCC, for any such collateral sold at any such sale.

D. The Debtor agrees that any loss of, deterioration of, or accidental damage to the collateral surrendered to CCC shall be borne by the Debtor. The Debtor releases and discharges CCC from liability for any and all claims of every nature whatsoever in connection with the handling, care, and sale by CCC of the collateral.

E. The Debtor and CCC agree that the proceeds from the disposition of the collateral shall be applied:

- (1) First on expenses of retaking, holding, preparing for sale, selling, and for the payment of reasonable attorney's fees and legal expenses incurred by CCC,
- (2) Second to the satisfaction of indebtedness secured by the collateral,
- (3) Third to the satisfaction of subordinate security interests to the extent required by law,
- (4) Fourth to any other obligations of Debtor owing to or insured by CCC, and
- (5) Fifth to Debtor.

F. Nothing herein contained shall be construed to release the Debtor from liability for any deficiency owing to CCC after application of the proceeds of sale as provided in Item E. This agreement is a confirmation by the Borrower of the power of sale contained in the CCC-186.

G. The word "Debtor" shall include the heirs, successors, administrators, executors, assigns, agents, and principals of the Debtor.

H. IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

1A. Signature of Witness	1B. Date (MM-DD-YYYY)	1C. Signature of Borrower	1D. Date (MM-DD-YYYY)
2A. Signature of Witness	2B. Date (MM-DD-YYYY)	2C. Signature of Borrower's Spouse	2D. Date (MM-DD-YYYY)
3. COMMODITY CREDIT CORPORATION SECURED PARTY By _____ (CCC Representative)		3A. Signature of CCC Representative	3B. Date (MM-DD-YYYY)
		4A. Signature of CCC Representative	4B. Date (MM-DD-YYYY)